

Wonewoc-Center School



Professional Staff Handbook 2023-2024

Adopted by the Board: 8-21-23

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DISTRICT EMERGENCY PROCEDURES

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

Notice will be sent via the District's text messaging system or via a phone tree beginning at 6:00 a.m. or as soon as practicable if conditions warrant the closing of schools.

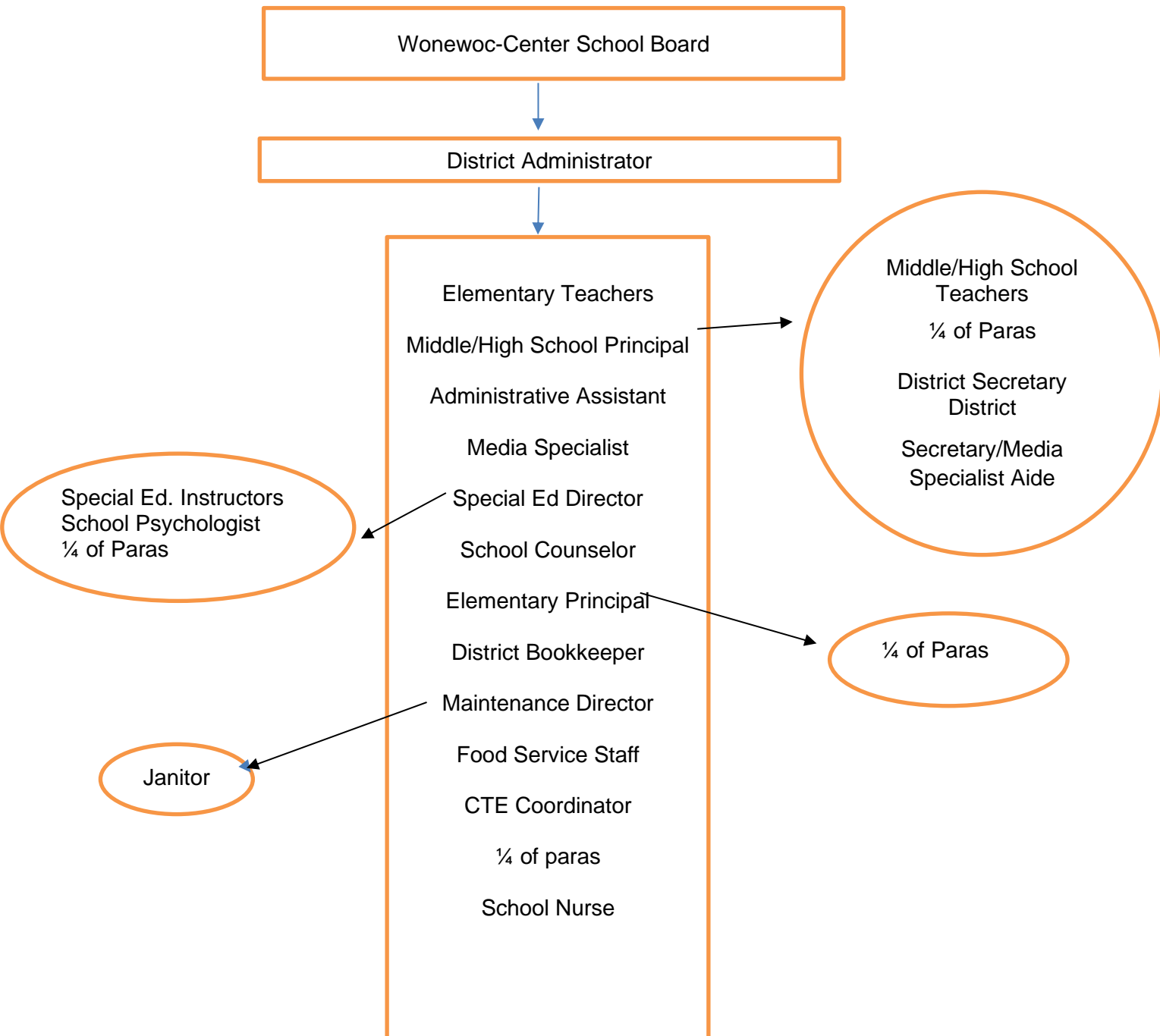
Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call.

Television: WMTV - Channel 15, WISC - Channel 3, WKOW - Channel 27 - Madison

Radio Stations: WRDB - 1400 AM – Reedsburg & WRJC - 1270 AM/92.1 FM - Mauston

Information is also posted on the District Facebook Page. Employees are encouraged to monitor these media resources.

Chain of Command-Organizational Chart



District Personnel

District School Board Members

- Melanie Benson – President
- Sheri Degner – Vice President
- Jon Woolever – Treasurer
- Nancy Dieck – Clerk
- Sabrina Benish – Member
- Cory Wohlrab – Member
- Ryan Jackson – Member

District Administrative Staff

- Mike Beranek – District Administrator
- Michelle Noll – Middle/High School Principal
- Greg LaBansky – 4K-5 Principal
- Morgan Preuss – District Bookkeeper
- Sally Thompson – Special Education Director

Secretary Staff

- Lisa Roehling – District Secretary
- Kaitlin Brockman – District Secretary

District Teaching Staff

- Jonathan Baker – High School Science
- Stephaine Baker – Middle School Science
- Keely Bauer – Speech-Language Pathologist
- Madeline Benson – Second Grade
- Peggy Bradley – Elementary/Middle/High School Spanish/International Foods/Food Production
- Stacey Clark – Instrumental Music and General Music
- Sylvester Dietelhoff – Elementary Physical Education
- Jackie Dyrud – Elementary/Middle/High School Art
- Dawn Ertel – Middle and High School English
- Samantha Even – First Grade
- Belinda Gehri – Middle and High School English
- Dion Grisar – High School Social Studies and Gifted and Talented
- Missy Herek – Media Specialist
- Kristi Hill – Third Grade
- Mary Hoof – Middle/High School Social Studies
- Jamie Larson – Fourth Grade
- Matt Letmanski – Middle School Math
- Dion Mast – Middle and High School Special Education
- Nicole Messer – Third Grade
- Jackie Miller – Alternative Education, Virtual, Agriculture, CTE Coordinator, ACP
- Tory Needham – Elementary, Middle, High School Physical Education, Health & Athletic Director
- Laurie Osborne – Fifth Grade
- Stefan Rudel – K-12 Business and Technology
- Tom Schraufnagel – Tech Ed
- Katie Shear – Title 1
- Meagon Shields – Fourth Grade

- Melissa Thompson – 5-year-old Kindergarten
- Wendy Tiesing – Elementary and Middle School Special Education
- Marie Vitcenda – School Psychologist
- Jeff Wafle – Tech Ed
- Nancy Walker – Title I Reading/Math
- Holly Winchel – 4 year old Kindergarten
- Jason Winchel – High School Math
- Leigh Winkler – Elementary General Music/Middle School and High School Choir
- Erica Woodruff – School Guidance

District Food Service Staff

- Melissa Gehri - Food Service Director
- Shelly Degner – Cook
- Holly Mortimer - Dishwasher

District Maintenance Staff

- Chad Rick – Director of Maintenance
- Dale Baldwin – Maintenance
- Raymond Fry – Maintenance
- Steve Mortimer – Maintenance

District Technology

- Dependable Solutions

District Title One

- Michelle Noll – Coordinator
- Nancy Walker – Title I Reading/Math
- Katie Shear – Title I Reading/Math

District Media Specialist and Aide

- Missy Herek – Media Specialist
- Patti Wyman – Media Specialist Aide

District Para-professionals

- Brooke Bankenbush
- Jennifer Bilek
- Lynell Fry
- Stephanie Kelly
- Christian Keele
- Jamie Madsen
- Jennifer Preuss
- Richard Sheahan
- Mandi Wafle – CTE Aide

District School Nurse

- Jodi Weldy

Staff should report to their immediate supervisor when you have concerns. If you still have concerns after that, you should report to the District Administrator and if not resolved after that you should request to appear before the School Board.

Mission Statement

Wonewoc-Center provides our students with the tools and knowledge to be proud and productive today.

Vision Statement

Wonewoc-Center School District envisions a positive culture and inspires community pride by being a safe, financially sustainable and innovative district.

Moto

Lead, achieve and believe.

**W-C SCHOOL
CALENDAR
2023-2024**



School Times
HS/MS – 7:50-3:23
Elementary – 8:00-3:15

August
22, 23, 24 – Teacher In-service

September
1 – First Day of School
4 – No School – Labor Day

October
11 – No School for Students
11 – Teacher In-Service

November
3 – End of Frist Nine Weeks
8 – Early Release – 1:00 p.m.
8 – Parent/Teacher Conf.–1:30-6:45
22, 23, 24 – No School – Thanksgiving

December
22 – No School for Students
22 – Teacher In-Service
25-29 – No School – Winter Break

January
1 – No School – Winter Break
2 – School Resumes
16 – End of Second Nine Weeks
17 – No School Students
17 – Teacher In-service

February
14 – No School for Students
14 – Teacher In-Service

March
1, 4-8 – No School – Spring Break
20 – No School for Students
20 – Teacher In-Service
28 – End of Third Nine Weeks
29 – No School

April
1 – No School
3 – Early Release – 1:00 p.m.
3 – Parent/Teacher Conf.–1:30-6:45
24 – No School for Students
24 – Teacher In-Service

May
27 – Memorial Day
31 – End of Fourth Nine Weeks
31 – Last Day for Students

June
3, 4 – Teacher In-service

JANUARY – 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY – 2024

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH – 2024

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL – 2024

M	T	W	TH	F
1	2	3*	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY – 2024

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE – 2024

M	T	W	TH	F
1	2	3	4	5
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

	No School
	End of Quarter
	Teacher In-service – No School for Students
	Early Release – 1:00
	Parent/Teacher Conference – 1:30-6:45

AUGUST – 2023

M	T	W	TH	F
21	22	23	24	25
28	29	30	31	

SEPTEMBER – 2023

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER – 2023

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER – 2023

M	T	W	TH	F
		1	2	3
6	7	8*	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER – 2023

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

PREAMBLE AND DEFINITIONS

About this *handbook*

Employees Covered: This *handbook* is provided as a reference document for the School District of Wonewoc-Center (hereinafter referred to as “District”) employees.

- A. Disclaimer: The contents of this *handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with notice. The language which appears in this *handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this *handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *handbook* or individual contract.
- B. In case of a direct conflict between this *handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract, the individual contract shall control.

This *employee handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *handbook* should not be considered all inclusive. Board policies are available in each administrative office and on the district webpage. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Wonewoc-Center School Board.

Definitions

- A. Administrative Employees: Administrative employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.
- D. Regular Employees: Regular employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
1. Regular Full-time Employee: Regular full-time employees are defined as one who works **37** or more hours per week for a school year or more per year.
 2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than **30** hours per week for a school year or more per year.
 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- F. Substitute Employees: Substitute employees are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's

leave of absence.

- G. Short Term Substitute: "Short term substitute" means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for no more than 20 consecutive days in the same teaching assignment.
- H. Long Term Substitute: "Long term substitute" means a substitute employee employed pursuant to a contract under section 118.21 or 118.24, Wis. Stats., for more than 20 consecutive days in the same teaching assignment.
- I. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- J. Teacher: Teachers are defined as persons hired under a contract under § 118.21, Wis. Stats.
- K. Temporary: Temporary employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- L. Termination "Termination" is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. "Termination" includes nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., for failing to meet the District's performance expectations, but excludes separation from employment or nonrenewal as a result of a reduction in force, or a non-reappointment of an extracurricular assignment. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement or voluntary resignation.
- M. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
 - 1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 - 2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
 - 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 - 4. The individual(s) filing the grievance must propose a specific remedy.
 - 5. The issue and proposed remedy must be under the reasonable control of the District.

EMPLOYMENT LAW

Employment of Minors

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

Equal Opportunity

No person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair

Employment Act from current employees must be made in writing in accordance with District policy. This policy may be found on the District website under Board Policies.

Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District a person should contact one of the District's Complaint Officers (Sally Thompson or Wes Stuckert).

Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by Wisconsin Administrative Code DWD 274.08. Notification of rights under the FLSA is set forth in the employment poster.

Family and Medical Leave Act

The District is obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws:

- The Federal Family and Medical Leave Act (FMLA);
- The Wisconsin Family and Medical Leave Act (WFMLA);
- The Wisconsin Bone Marrow and Organ Donation Leave Law.

The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:

- Leave for the employee's own serious health condition.
- Leave to care for certain individuals who have a serious health condition.
- Leave connected to the birth of a child, the adoption of a child, and certain foster placements.

The Federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:

- Certain qualifying exigencies that arise when an eligible employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty; and
- To care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

C. Notification of Benefits and Leave Rights: Information concerning Federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at the Department of Workforce.

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf.

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed.

D. Requesting Leave: Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office. No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least 3 days prior to the date the leave is to begin, except that when 3-days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than 3 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

E. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the handbook, the District will:

- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA.
- Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
- Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the District Administrator.

Immigration Law Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

Employee Harassment and Bullying

A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.

Harassment: The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs based on any personal characteristic (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- D. Taunting based on any personal characteristic described above in section 2.02; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

B. Bullying: is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

1. Substantially interfering with any employee's work or a student's education;
2. Substantially interfering with a person's ability to participate in or benefit from any school activity or

- program;
- 3. Endangering the health, safety, or property of the target(s) of the behavior;
- 4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
- 5. Substantially disrupting the orderly operation of the school.

“Cyber-bullying” is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person’s feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District’s workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

Employee Responsibility: All employees are responsible for ensuring that harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures may be found under board policies, Number po3362. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually on this policy for all staff in the District.

GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *handbook*, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an

exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *handbook* and legal obligations.

Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school- sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the business manager/district bookkeeper within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work- related accident or injury, please see the Worker's Compensation section of this *handbook* on page 25.

Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator. Employees are expected to be in the building from 7:30 to 3:30 p.m.

Employees who are unable to report to work shall call the district office after 6:00 a.m. (608) 464-3165 ext. 110 or leave a message before 6:00 a.m. Any time spent not working during the employee's scheduled day must be accounted for using the appropriate reasons. The district will monitor attendance and absence patterns. Theft of time and or the improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs 5 unexcused instances of tardiness without providing adequate notice to the district in any school year period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave.

An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.

At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.

- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

A. Electronic Communications:

- 1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
- 2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. except as noted herein. The use of the District's technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.
- 3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/internet:

- 1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
- 2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
- 3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
- 4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
- 5. A user may not disable internet tracking software or implement a private browsing feature on District

computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

- C. **Electronic Communications with Students:** Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this administrative rule:

"Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a building principal.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

"Electronic media" includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the internet, and social network sites (e.g., Facebook™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

- D. **Limited Electronic Communication with Students:** Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. The employee shall not contact any student between the hours 9 p.m. and 7:30 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time
 6. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. Confidentiality of student records.
 - c. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.

- d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.
 2. Confidentiality of other District records, including staff evaluations and private email addresses.
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- H. Personal Webpages, Facebook or other Media: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website. Teacher blogs or class websites are allowed provided the teacher has received pre-approval for the blog or class website from the building principal or district administrator.
- I. Personal Electronic Devices: The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending

school-sponsored activities.

- J. **Disclaimer:** The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District.

Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer- programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the District Administrator.

Criminal Background Checks

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country;
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination; or

- C. Has any pending criminal charges filed against him or her.
- D. Additionally, all persons applying for any position shall be required to:
 - 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
- E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.
- F. Criminal background checks must be completed every five years by professional staff.

Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature and gravity of the offense or conduct;
- B. the time that has passed since the offense, conduct and/or completion of the sentence;
- C. the nature of the position to which the employee is assigned; and for non-felonious crimes only the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

Crisis Management Plans

The District has a *School Emergency Operations and Crisis Response Plan* for use when a situation requires emergency safety measures. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

Drug-, Alcohol-, and Tobacco-Free Workplace

The District seeks to provide a safe drug-free workplace for all of its employees.

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco and Nicotine, Vaping Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program as defined below (including e-cigarettes) on District premises, in District vehicles, or in the presence of students at school or school-related activities except as provided for below. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
A “tobacco product” includes, for example, chewing tobacco, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (i.e., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.
- C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (*See* Policy 3122.1, Drug-Free Workplace.
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements: Employees required to possess a commercial driver’s license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the “Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures.”
- F. Consequence for Violation: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District’s policies and rules is mandatory and is a condition of employment.
- G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the

employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

False Reports

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

- A. Fraud and financial impropriety shall include but is not be limited to the following:
 1. forgery or unauthorized alteration of any document or account belonging to the District;
 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document; misappropriation of funds, securities, supplies, or other District assets, including employee time;
 3. impropriety in the handling of money or reporting of District financial transactions;
 4. profiteering as a result of insider knowledge of District information or activities;
 5. unauthorized disclosure of confidential or proprietary information to outside parties;
 6. unauthorized disclosure of investment activities engaged in or contemplated by the District;
 7. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
 8. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
 9. failure to provide financial records required by state or local entities;
 10. failure to disclose conflicts of interest as required by law or District policy;
 11. disposing of District property for personal gain or benefit and,
 12. any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded

that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 11.0.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to for information on conflicts of interest and for gifts and solicitations and § 19.59, Wis. Stats.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.

Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc.

Investigations

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in District Office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates. Refer to § 118.21 and 118.22, Wis. Stats.

Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary or benefits of that person.

- B. Definition: For the purposes of this *handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary or benefits of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary or benefits of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District. The District Administrator shall in no way influence the employee's exercise of the decision making authority delegated to him or her.

Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement

- A. Allowances for Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in Part I, Section 7.01. It is expected that employees drive a school vehicle when applicable, and all plan mileage reimbursements should be preapproved by administration.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle. The District may, in its sole discretion, remove the employee from driving responsibilities and/or discipline the employee, up to and including discharge, depending upon the severity of the traffic violation.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).

Personal Transportation Utilized for School Use

- 1. Car Insurance: Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. *See* Wis. Stats. § 121.555.
- 2. Operator Requirements. Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in § 121.555(1)(b) shall be subject to the following operator requirements:
 - a. The operator shall possess a valid operator's license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the

United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.

- b. The operator shall be at least 18 years of age.
 - c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.
 - d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.
3. Transportation will be provided in accordance with Board policy.

Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere. The wearing of blue jeans should be done only on Fridays unless classroom activities require a more casual attire.

Personal Property

- A. **Liability:** The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District does not carry accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility. All personal property should be taken home at the end of the school year. Bringing rugs or furniture from home must be approved by District Administrator and Director of Maintenance.
- B. **Search of Personal Effects:** Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with reasonable accommodation, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

Political Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties. No school employee

shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

- D. This policy does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the School Board or District Administrator and where consistent with legal limitations on the use of public funds and school district resources.

Job Descriptions

Job descriptions are available for each District employee in the job description handbook. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

Severance from Employment

An employee's employment relationship shall be broken and terminated by:

- A. Termination pursuant to the terms of this *handbook* and the employee's individual contract [if any];
- B. Voluntary resignation;
- C. Retirement;
- D. Nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. Failure to return to work the day following the expiration of an authorized leave of absence; and
- F. Job abandonment.

Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

Wellness

- A. **Educational Environment:** District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. **Employee Wellness:** The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

Employee (Whistleblower) Protection

- A. **Complaint Procedure:** If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. **Purpose:** It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

Work Spaces, including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

Workplace Safety

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
1. Location of fire alarms;
 2. Location of fire extinguishers;
 3. Evacuation routes; and
 4. Whom to notify in case of fire
- Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.
- B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this *handbook* and District

policy to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. *See* WIS. STAT. § 101.055; Public Employee Safety and Health, *available at*:

<http://dps.wi.gov/Documents/Industry%20Services/Forms/Public%20Sector%20Employee/SBD-9301PubSectEmpSaf.pdf>

- D. **Weapons Prohibition:** Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, .605, .61.
1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this provision (e.g., law enforcement officers and certain former law enforcement officers, possessing a firearm or other weapon on school grounds).
 2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
 3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
 4. Hunting is not allowed in the school forest or OLA.
- E. **Disaster Preparedness:** All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

Violence in the Workplace

- A. **Expectations:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. **Definitions as Used Under this Section:**
1. **Workplace Violence:** Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. **Threat:** A communicated intent to inflict physical or other harm on any person or property.
 3. **Intimidation:** Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. **Court Order:** An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. **Prohibited Behavior:** Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.

7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property [please see section 3.43].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work (e.g. verbal or physical contact or proximity has been prohibited or restricted), shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

- E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is Morgan Preuss, District Bookkeeper, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

Breastfeeding

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Non-exempt employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. As a general matter, "non-exempt" employees are those who receive overtime if they work more than 40 hours in any week. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

Staff Use of Forces to Maintain Student Discipline

1. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.

2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - a. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - b. To obtain possession of a weapon or other dangerous object within a student's control.
 - c. For the purpose of self-defense or the defense of others under § 939.48 Wis. Stat.
 - d. For the protection of property under § 939.49 Wis. Stat.
 - e. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
 - f. To prevent a student from inflicting harm on himself or herself.
 - g. To protect the safety of others.
 - h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.
 - i. Staff should call for the Non-Violent Crisis Team.
- B. Staff is prohibited from conducting a strip search of any student.
- C. Seclusion and Physical Restraint of Students
 1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Seclusion" means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.
 2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Physical restraint" means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
 - a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).
 - b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint under is not immediately available due to the unforeseen nature of the emergency.
 3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
 - a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
 - b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
 - c. Briefly touching or holding a student's head, face, hand, arm, shoulder, or back to calm, comfort, or redirect the student.

Management Rights

Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;

- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.
- N. To change room assignments from year to year.

Sole Basis

This section (“Management Rights”) does not describe any rights of the *Wonewoc-Center Professional Staff*.

Grievance Procedure

Purpose

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

Definitions

- A. Grievance: A “grievance” is defined as any complaint that arises concerning discipline, termination or workplace safety.
- B. Grievant: A "grievant" may be any employee or group of employees.
- C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.
- D. “Discipline” is defined in Part I, Section 1.02, Subsection C. of the *handbook*.
- E. “Termination” is defined in Part I, Section 1.02, Subsection J. of the *handbook*.
- F. “Workplace safety” is defined in Part I, Section 3.34, Subsection F. of the *handbook*.

Time Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution

An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant (and if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance

If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the *handbook* and policy provisions relevant to the

grievance, and the relief sought. The grievant may cite only those *handbook* and policy provisions that were allegedly violated that triggered the discipline, termination or workplace safety issue. The grievance shall be signed and dated by the grievant.

The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with the response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to District Administrator

If the grievance is not resolved at Step Two, the grievant may appeal the written grievance with the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer

If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to the designated impartial hearing officer.

The Board designates the following individuals to serve as the District's "Compliance Officers"

- Sally Thompson – (608) 464-3165 ext. 122, thomsal@wc.k12.wi.us
- Wes Stuckert – (608) 464-3165 ext.160, stucwes@wc.k12.wi.us

If there is a dispute over the timeliness or the grievability of a grievance, the District shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (e.g., address whether the grievance was filed in a timely manner before hearing the merits of the grievance).

The hearing officer shall meet with the parties at a mutually-agreeable date to review the evidence and hear testimony relating to the grievance. The hearing officer shall not be required to abide by the rules of evidence that would apply in civil or criminal court cases. For instance, he/she may choose to admit hearsay evidence and accord it such weight that it may be due. Upon completion of this review and hearing, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant's representative.

A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the policy or *handbook* in the area where the alleged breach occurred. The hearing officer shall not modify, add to, or delete from the express terms of the policy or handbook. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy. The decision of the hearing officer and any recommendations contained therein are subject to review by the Board via appeal, as described below.

Step Five - Appeal to School Board

Within twenty-five (25) days after the appeal to Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board. Within ten (10) days after written briefs have been submitted, both parties shall exchange reply briefs with each other and submit them to the Board. Within twenty-five (25) days after receiving the reply briefs, the Board shall review the hearing officer's decision. On appeal from Step Four, the hearing officer's factual findings and conclusions of law shall have distinct

standards of review.

The Board shall accord some deference to the hearing officer's findings of fact but (1) may modify any such findings if after consulting with the hearing officer the Board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) may remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the Board shall apply a *de novo* standard of review, meaning that the hearing officer's findings shall be accorded no deference. The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable and appropriate) the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievances Filed by the District Administrator

In the event a grievance is filed by the District Administrator, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step 2 and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

Grievant Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

Group Grievances

Group grievances are those that involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor.

Such grievances may be initially filed at Step Three; however, such grievance shall follow the initial timelines for filing the grievance at Steps One and Two above.

Pay Periods

Payroll will be distributed by direct deposit.

Pay Periods: Paychecks will be deposited by direct deposit on the 15th and the last day of the month. Should the 15th or the last day of the month fall on a weekend, the paychecks will be deposited on the preceding Friday, if possible. Employees will have a choice of receiving all summer checks on June 30th of each year, or they may opt to have regular deposits on the 15th and last day of each month as during the school year.

Data Changes: Please notify the business manager/district bookkeeper if any changes occur to your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individual to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

Compensation and Expense Reimbursement Applicable to all District Employees

Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the District office. If a school vehicle is available and an employee chooses to take his/her own vehicle instead, they will not be reimbursed

for mileage unless approved by the District Administrator.

Worker's Compensation

Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the business manager/district bookkeeper prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form. See Administrative Guidelines.

Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured (after the first three [3] days when sick leave is used). This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first. Please note that the first three days of an employee's absence due to injury received while performing duties for the district are not eligible for Worker's Compensation Leave, and will be deducted from the employee's sick leave.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance.

Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. Injuries because of a self-inflicted wound;
- B. Injuries sustained because of an employee's horseplay; or
- C. Injuries sustained while an employee does an activity of a strictly private nature.
 - a. The worker injured himself or herself intentionally;
 - b. The worker was injured while voluntarily participating in an off-duty activity; or
 - c. The injury occurred during horseplay or fighting initiated by the injured worker.

Jury Duty Leaves

Jury Duty Leave

Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

Employee Notice

An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required

for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

Employee Leave Days

Professional staff members will receive 4 sick days at the beginning of the year. On the first of each month, professional staff shall receive an additional leave day. This will continue through the first of March, at this time employees will have 10 leave days. Leave days may not be used prior to the time they are earned.

Unused leave days will be credited to the employee at the end of each year. Employees may accumulate 50 days. Leave days may be used for:

- Illness of the employee
- Illness of immediate family or member of the household
- Death of immediate family or member of household
- Personal Reasons (No more than 2 consecutive days may be used for personal reasons, unless approve by the District Administrator.)

Professional staff members who use three or more consecutive days due to illness may be required to submit certification from a health care provider. Absences of more than three consecutive work days may be counted as leave under FMLA.

Professional employees who request three or more personal days consecutively will be docked pay for the third day and all days beyond that third day. Employees are discouraged from taking vacation days during teaching days.

No more than two (2) teaching staff employees shall be granted personal leave days at the same time. The first to request days off will be granted.

Personal Leave days should not be used during the first two weeks of school or the last two weeks of school. If absolutely necessary, discuss with District Administrator.

Leave days may not be used to seek employment in other district.

If an employee knows they need to take a day off of work for personal reasons, or is sick the day before, a request should be made to the District Administrator. Only the District Administrator will okay leave days. If a person is sick on a day of work when they get up in the morning they should call the District Office at 464-3165 ext. 110 at 6:00 a.m.

Calling in sick – when calling in sick every effort will be made to find a sub for 4K-5 teachers. All teachers should have a sub folder ready. The folder should contain: class rosters, what to do in case of emergencies, how to contract administration, and work for students.

Accrued but unused leave days will be paid out to the employee upon departure from employment when they retire. Unused sick days will only be paid out to employees who leave the district because of retirement. Pay out for unused sick leave will be \$40.00/day for up to 50 days.

No paid leave days will be approved for any professional staff who want to extend a planned school break; such as winter break and spring break or holiday. No personal leave days may be used on in-service days. Before employees request to attend a conference on an in-service day they must check with the District administrator to find out what is planned for the day and if it is a training the entire staff needs to attend.

Uniformed Services Leave

Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *handbook*.

The “uniformed services” consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service

E. Any other category of persons designated by the President in time of war or emergency

Seniority/Length of Service during Uniformed Services Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

Request for Uniformed Services Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

Unpaid Leaves of Absence

Medical Leave

- A. Application Procedures: All requests for an unpaid leave of absence, other than emergencies, must be submitted to the District Administrator: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and will be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.
- B. Benefits During Leave:
 1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is

applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave (as provided above).
 2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
 3. Requests to return to work prior to the designated expiration date of a term of approved unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis, but must always be supported by a physician's certification as described above.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and to have waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

Child Rearing Leave

1. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least **30 days** in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. Employees may request FMLA during the birth or adoption of a child. Amount of time allowed for paid leave (accumulated leave days) will be allotted according to State and Federal FMLA laws. An employee may choose to take longer leave as unpaid with board approval. See below for explanations.
2. Duration of the Unpaid Child Rearing Leave: FMLA Standards will be followed.
3. Benefits during the unpaid child rearing leave:
 1. The child rearing leave is an unpaid leave. Staff may use their accumulated leave.
 2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.
 3. During the unpaid child rearing leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
4. Return from the Unpaid Child Rearing Leave: Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.
5. Interaction with family and medical leave provisions: The term (i.e., length) of any approved unpaid child-rearing leave shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be

submitted to the District at least **10 days** prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Unpaid leave can only be used in increments of ¼, ½, ¾ or full day.

B. Benefits during Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence. Days without pay beyond 5 will require the employee to remit the full premium amounts to the District. The continuation of health insurance at the employee's expense (after 5 days) is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

An employee may request time of less than 1 hour to be unpaid that would not be counted toward the 5 days limit.

Circumstances leading to an employee having days without pay can be evaluated by the District Administrator to determine if the employee's obligation to assume responsibility for payment of the premium.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave or as soon as possible if the leave approved is for a duration of less than forty-five (45) days. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

Employees who request child rearing leave beyond the FMLA legal requirements will be responsible for the full premium cost of their health and dental insurance.

Benefits Applicable to all Employees

Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility.

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency [75%] is eligible to participate in the District's dental insurance. Full-time equivalency is defined as 30 hours. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency [75%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Pro-ration of District Contributions:** An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than **87.4%** of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more **87.4%** of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

Health Insurance

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions. Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency [75%] is eligible to participate in the District's health insurance. Full-time equivalency is defined as 30 hours. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than seventy-five percent of full-time equivalency [75%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - Coverage under one family plan; or
 - One \$3000 cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - Two single plans; or
 - One family or single plan and one cash-in-lieu benefit
 - Married couples may not claim the \$3,000 if one spouse is taking family insurance.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *handbook* and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate at the end of the month of resignation or termination.

C. **Premium Contributions:**

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall pay no more than **87.4%** of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay no more than **87.4%** of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

Liability Insurance

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

Long-Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *handbook* covering such employees.

Short Term Disability

The Board shall make a short-term disability plan available to employees at the full expense of the employee.

Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:
 1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct";
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
 1. The employee's death;
 2. Divorce or legal separation;

3. The covered employee becomes eligible for Medicare;
4. A child loses his or her “dependent child” status.

**Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District’s contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee’s participation, the employee will be notified of the new premium in writing prior to its due date.

Termination of Coverage:

Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and converts to an individual policy;
4. The District terminates its health plan;
5. The employee’s guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- E. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family’s qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage.

Work Stoppage

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

Conformity to Law

If any provision of this *handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this *handbook* shall not be affected thereby.

Discipline, Termination and Nonrenewal

Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in section 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this handbook. No teacher shall be non-renewed for arbitrary or capricious reasons.

Standard for Discipline and Termination

A teacher may be disciplined or terminated for “cause”. Such discipline or termination shall be subject to the grievance procedure provisions of this *handbook*. “Cause” is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and

- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

Termination of Employment

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to Part II, Section 1.02.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

Professional Hours/Workday

Normal Work Hours

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period.

Workdays will be identified on the approved district calendar. Professional staff work day is 7:30 a.m. to 3:30 p.m.

Administratively Called Meetings

Staff Meetings: Teachers are required to attend all administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: Teachers are required to attend individual educational plan team meetings, the preparation of individual education plans meetings, parent-teacher conferences, department meetings or activities of similar nature, regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Attendance at School Events

Teachers are required to attend all administratively required school events. These events, though not limited by enumeration, may be an open house, back-to-school night, orientation, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the open house.

Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences. No student may receive an F for a quarter or semester grade if the teacher has not notified the parent, and conferenced with them about the cause of the student receiving an F.

Professional Hours

- a. The concept of professional hours means that a teacher and his/her appropriate supervisor(s) will determine the teacher's hours based upon the completion of his/her duties and the needs of his/her student(s).
- b. Teachers are responsible for the completion of their duties as set forth in the teacher job description and those other duties specific to each teacher's position. Professional hours do not abrogate the teacher's duty to supervise pupils as assigned outside of these hours.
- c. Prep Time
 - i. Each full-time 6th-12th grade teacher is entitled to at least 1 class period of preparation per day.
 - ii. Each full-time teacher in grades PreK-5 is entitled to 230 minutes per week.
 - iii. All part-time teachers prep time will be prorated based on actual FTE %.
 - iv. 7:30 a.m. to the start of the student day will not be considered prep time.
- d. An individual teacher's prep time can be scheduled by the building administrator any time during the work day.
 - i. The board neither intends for the "professional hours" section to require a greater or fewer number of meetings or conferences, nor to suggest that teachers should be present in their classrooms only during instructional time when their professional duties and teaching responsibilities may dictate otherwise.

Emergency School Closures

In the event the District is closed, full or partial day closures may be made up at the discretion of the District. The District will, at a minimum make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin.

Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

The following procedure will be used for snow, cold, or flood make-up days. The first closure will not be made-up by staff or students. The second closure will be made up by staff, but not students. The third closure day will be made up by both students and staff. Beyond this point it will be up to the Board if and when further closures will be made up and by whom.

It will be up to the district administrator to call staff into work even though school maybe closed for students. Teachers shall report by 10:00 a.m. on these days. Teachers will receive notification through sky alert if this is to happen.

Period Subbing

A compensation hour will be given to a teacher who uses his/her preparation period to cover for another teacher. Compensation hours can be used for a personal day (once eight hours have been earned) with administrative preapproval. At the end of the school year, teachers will be given the option of being reimbursed. Period subbing will not be earned during assemblies or other school events. Compensation hours can only be earned if teacher gives up their prep time. Elementary teachers will be compensated if they receive less than 230 minutes of prep that week.

School Calendar

The school calendar shall be determined by the Board with input from staff. The calendar shall consist of 4 paid holidays (Labor Day, Thanksgiving Day, New Year's Day and Memorial Day). The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

Professional Growth

Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, and to the District for services beyond those specifically required as part of his/her individual contractual duties.

In-Service and Other Training

Teacher in-service and professional development training is mandatory. No medical appointments or other appointments are to be scheduled on these scheduled training days without the approval of the District Administrator.

The District may require teachers to attend in-service and other training, either of which may occur outside of employees' regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law and District policy.

Teacher Supervision and Evaluation

General Provisions

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal or district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator. Within the first month of school, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. All teachers will be evaluated according to CESA 6 Educator Effectiveness Model.
2. A new employee or teacher new to a position in the District shall be formally evaluated in the first year. A continuing employee shall be formally evaluated at least every third school year at the discretion of the District. Each formal evaluation will follow the same process as that for new employees. A number of informal evaluations will be done of all employees yearly.

- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within twenty (20) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the supervisor. The preceding process and documentation may be accomplished through an electronic process.

Informal observations will not have a pre-conference, and may not have a face-to-face post

conference. These will depend on what is observed during the informal observation.

Evaluation Procedures: Evaluations will be completed through the online website. All employees will receive logins, passwords and an orientation to the procedures and annual requirements.

- C. All employees new to the District will be assigned a mentor.
1. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of **\$500** for the period served as a mentor (from August of the first year through June of the first year. Each new teacher will have a mentor for their second year of employment in the district and will receive \$250.00
 2. Mentor duties include the following:
 - a. Beginning Teacher Orientation Day
 - b. Meetings as necessary
 - c. Two Classroom Observations
 - d. Assistance with My Learning Plan
 - e. Assistance with purchases, grading periods, parent-teacher conference
 3. A continuing teacher serving as a mentor may request the District assign him/her to a different teacher new to the system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
 4. It will be the job of the principal to assign mentors.
 5. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
- D. Teacher Leadership Roles: If the administration creates faculty or department teams or committees, it shall consult with interested teachers to establish the purpose of the team or department, select the team or department head, set objectives and goals for each team, department or committee, and assign each teacher to one or more of the teams, departments or committees. Final decision making authority shall rest with the administration.

Teacher Assignments, Vacancies and Transfers

Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: The District will determine when it has a vacancy. Teachers may express in writing to the District Administrator and/or his/her designee their preference of: a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given to these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted within the District and submitted to staff via the staff member's school email account. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, will be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those

minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.

- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference with the employee as to the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

Employee Resignations

- A. The teacher's contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that he or she intends to sever his or her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Fifteen hundred dollars (\$1500) if the employee's resignation is effective on or after July 1st to July 31st.
 - b. Two thousand dollars (\$2000.00) if the employee's resignation is effective on or after August 1st to August 15th.
 - c. Two thousand five hundred dollars (\$2,500.00) if the employee's resignation is after August 15th.
 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
 2. Illness of employee;
 3. Other reasons as determined by the School Board.

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.
- D. Process for Resignation and Submission of Liquidated Damages:
1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
 2. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract.
 3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.
- E. In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

Extended Contracts

Additional contract days may be added to the contracted school calendar for teachers whose job responsibilities extend beyond the standard school year. Extended contracts may be issued at the discretion of the District Administrator with approval of the Board. Teachers shall be compensated for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.

Summer School Assignments

When possible, summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions. Employees teaching summer classes shall be given a summer school session contract in accordance with §118.21, Wis. Stats. The rate-of-pay \$25.00 per hour of instruction.

Reduction in Force, Positions and Hours

Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply.

Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats.

Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. Step Two - Selection for Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - a. Elementary (4K-5) – All teachers from the elementary school will be considered.
 - b. Middle/ High (6-12) - Teachers will be considered for nonrenewal from with the department (see definition, below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
 - c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
 2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
 - c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.
 - d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.

Professional Compensation

Grants

Anyone who writes a grant and receives the grant will receive a 5% stipend of the value of the grant.

Salary Schedule

The basic salaries of employees covered by this *handbook* are set forth by the Board, a recommended salary schedule is in this handbook. The board reserves the right to go off the salary schedule in determine individual raises.

- A. Part-time employees will receive the salary set forth in the *handbook* in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar set forth in this *handbook*.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 - 1) The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] **188** is the number of contracted days)
 - 2) The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate

Initial Salary Schedule Placement

Effective for employees initially hired on or after July 1, 2012 the Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. No new employee in a department or grade level will be placed at a step that exceeds the step placement of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level. This provision is not retroactive.

Educational Lane Adjustments

Background

The Wonewoc-Center School District Salary Guide was designed in the 2016-2017 school year, and revised for the 2021-2022 school year. The driving vision is to reinforce quality instruction. We recognize that quality instruction requires continuous improvement to adapt to ever-changing situations and expectations. The intent of the compensation system is to incentivize continuous improvement, make quality and expectation for every teacher, and reward actual improvement and/or sustained excellence in the classroom and the profession.

Step	Wages	Step	Wages
0	37000	27	50500
1	37500	28	51500
2	38000	29	52000
3	38500	30	52500
4	39000	31	53000
5	39500	32	53500
6	40000	33	54000
7	40500	34	54500
8	41000	35	55000
9	41500	36	55500
10	42000	37	56000
11	42500	38	56500
12	43000	39	57000
13	43500	40	57500
14	44000	41	58000
15	44500	42	58500
16	45000	43	59000
17	45000	44	59500
18	46000	45	60000
19	46500	46	60500
20	47000	47	61500

21	47500	48	62000
22	48000	49	62500
23	48500	50	63000
24	49000	51	63500
25	49500	52	64000
26	50000	55	64500

A master's degree will move you to step 26 and you will move up from there.

It will be an administrative and Board decision to put people on various steps or to move those steps as they see fit.

Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the individual shall be paid at the rate of **\$20** per hour. The length of time and maximum number of hours for completion of the project shall be determined by the Director of Curriculum and Instruction or District Administrator in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects that are outside of the terms of the individual employee's contract and that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

National Board Certification

An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall receive a one-time stipend payment of three-thousand dollars (\$3000.00).

Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received. Receipts must be submitted with reimbursement requests. The District reimbursement schedule is listed below.

Employees will be reimbursed at the following rates, or actual cost, whichever is less:

Breakfast - \$8.00

Lunch - \$10.00

Dinner - \$25.00

Registration - Actual cost of registration.

Mileage Reimbursement

The District shall reimburse employees an amount equal to the current rate allowable by the Internal Revenue Service (IRS), to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in each office. District staff will be encouraged to utilize school-owned vehicles, when appropriate, for out of district business-related travel. The district reserves the right to deny mileage reimbursement if employees have not attempted to secure use of school-owned vehicles for any trip over 30 miles one-way.

Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the hour of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 8.03 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work, which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

Holidays during Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

Bereavement Leave

Bereavement Leave

An employee may use leave days for bereavement.

Staff Ethics

An effective educational program requires the services of men and women of integrity, high morals, and human understanding. To maintain and promote these essentials, the Board expects all professional staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

- Recognize basic dignities of all individuals with whom they interact in the performance of duties.
- Represent accurately their qualifications,
- Exercise due care to protect the mental and physical safety of students, colleagues, and subordinates,
- Seek and apply the knowledge and skills appropriate to assigned responsibilities.
- Keep in confidence legal-confidential information as they may secure.
- Ensure their actions or those of another on their behalf are not made with specific intent of advancing private economic interests.
- Avoid accepting anything of value offered by another for the purpose of influencing judgment.

Professional Staff Work Day

- A full-time certified instructional employee's hours will be from 7:30 a.m. to 3:30 p.m. Other start times may be approved by the District Administrator.
- Teachers should be in their classroom area by 7:30 a.m., unless involved in a professional meeting.
- All teachers are responsible for the hallway supervision in the immediate area near their classroom.
- Teachers should remain in the classrooms during instructional time, and should never leave students unattended. If you need to leave the room, call the office or fellow teacher to cover for you while you are gone.
- Teachers must attend all mandatory administratively scheduled meetings, IEP meetings, RTI, PBIS, etc.
- Should it be necessary in the judgment of the employer to establish daily or weekly work schedules departing from the employee's normal work day or work week, written notice of such change shall be given to the employee affected as far in advance as is reasonably practicable.
- During the regular workday elementary teachers will normally have 230 minutes per week of preparation time. Middle/high school teachers and teachers working between the elementary and middle/high school will normally have the equivalent of one class period daily.
- Teachers are expected to participate in extra duties, as assigned or directed, which may include, but are not limited to, student supervision, field trips, school events, and parent/teacher conferences. A teacher may be required to supervise at an extra-curricular activity only after administration has attempted to solicit qualified volunteers for such an assignment and has not been able to fill these assignments on a voluntary basis.
- Every certified district employee will be required to participate in curriculum development for the District. Every professional educator also carries the professional responsibility to update and improve semester outlines and units of study for courses and classes taught as part of their regular salaried position. Each professional educator is expected to research and develop an engaging instructional curriculum aligned with state standards.
- Each teacher should post a syllabus of their class to the website.
- Each teacher is responsible for weekly lesson plans. Lesson plans are due by 8:30 a.m. on Monday of that week. 4K-5 should go to Dr. Ennis and 6-12 should go to Ms. Noll. Lesson plans will be done on Goggle template. Lesson plans will be part of professional staff evaluations.
- Professional staff shall keep school business confidential.
- Professional staff should stay loyal to Wonewoc-Center.

Other Staff Responsibilities

- Faculty meeting attendance and participation.
- Open Houses as scheduled.
- Parent conferences as scheduled.
- Implementation of behavior plans, IEPs, 504 plans, RTI plans, Gifted and Talented Plans and other student assistance/accommodation plans as determined appropriate by the District.
- Supervision of students assigned during workday (hallways, detention, lunch, recess).
- Letters of recommendation for students.
- Daily check of mailbox and clean mailbox out.

- Daily monitoring of, response to and clean out emails and voicemails.
- Adherence to deadlines for submission of information and data to administration.
- Professional sharing of information obtained from workshop/conference attendance, site visit, school meeting, or District meeting.
- Keeping grade book (SKYWARD) updated weekly and return student graded work in a timely fashion. Parents check grades to see how students are doing. It is important that your grade book be kept up-to-date.
- Contact with parents of failing students or doing below level work by phone, e- mail, or letter. Grades should be posted by Friday of each week. As many parents check grades each weekend.
- All staff is encouraged to volunteer for at least two supervision activities throughout the school year. (Example: crowd control at a game, music concerts, line judge, etc.)
- Teachers are to sign up to put news articles in the paper two times per year. Teachers are encouraged to do more than this but a minimum of two is required.
- Teachers are to assist Ann in posting classroom activities to our website and Facebook page. A posting schedule will be handed out to staff.

Post Retirement Benefit

The Board shall contribute \$650 annually to a District established Health Retirement Account (HRA) for each eligible active staff member. The employee will be fully vested once he/she has completed 20 years of service, is at least 57 years of age and met the Employer's eligible requirements for retirement (This is true of anyone who was hired before 2009. Employees hired after 2009 will need to complete 20 years of service.) At retirement, the retiree may access funds for medical insurance premium expenses.

Forfeitures: Employees who are not eligible for retirement, who resign, forfeit all funds. In the event of the death of a Participant, the Participant's spouse, and all of the Participants qualifying dependents, all vested and unvested funds shall be forfeited.

Catch up Contributions: For all eligible staff employed on or before June 30, 2017, the District will provide catch up contribution for prior years of service, plus annual contributions for each completed year of service going forward into retirement.

The HRA is administered by Mid-America. The money can be used for insurance premiums only.

Boundary Invasions

Boundary Invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However, other behaviors might be going too far, are inappropriate and may be signs of sexual grooming. Inappropriate boundary invasions may include, but are not limited to the following:

- Hugging, kissing, or other physical contact with a student. (Use your judgment with elementary students).
- Telling sexual jokes to students.
- Engaging in talk containing sexual innuendo or banter with students.
- Talking about sexual topics that are not related to curriculum.
- Showing pornography to a student.
- Taking an undue interest in a student (i.e. having a "special friend" or a "special relationship").
- Initiating or extending contact with students beyond the school day for personal purposes.
- Using e-mail, text-messaging or websites to discuss personal topics or interests with students.
- Giving students rides in staff member's personal vehicle or taking students on personal outings without administrative approval.
- Invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences).
- Going to a student's home for non-educational purposes.
- Inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student).
- Giving gifts or money to a student for no legitimate educational purpose.

- Accepting gifts of money from a student for no legitimated educational purpose.
- Being overly "touchy" with students.
- Favoring certain students by inviting them to come to the classroom at non- class times.
- Getting a student out of class to visit with staff member.
- Providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so.
- Talking a student about problems that would normally be discussed with adults (i.e. martial issues, your dating concerns, finding the love of your life).
- Being alone with a student behind closed doors without a legitimated educational purpose.
- Telling a student "secrets" and having "secret" with a student.
- Other similar activities.

In appropriate boundary, invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal, or District Administrator.

Title IV

On August 14, 2020, the Federal Government issued new updates on Title IX to go in effect. To comply with the requirements of Title IX, the Wonewoc-Center School District has developed policy and procedures to meet the criteria of Title IX.

The new definition of Title IX is “no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”

New Title IX regulations, issued by the Secretary of Education and took effect on August 14, 2020, amends the regulations implementing Title IX of the Education Amendments of 1972 (Title IX). The final regulations specify how recipients of Federal financial assistance covered by harassment consistent with Title IX’s prohibition against sex discrimination. The revised regulations are intended to effectuate Title IX’s prohibition against sex discrimination by requiring recipients to address sexual harassment as a form of sex discrimination in education programs or activities. The Wonewoc-Center School Board adopted the Wonewoc-Center Title IX Handbook at the December 2020, Board Meeting.

Plan Outline:

To comply with the changes in Title IX the Wonewoc-Center School District has developed a plan which includes

- A School Wide Title IX Committee
- Summary of School Plan
- Definitions
- Complaint and Reporting Process
- Initiation and Investigation of Formal Complaint
- Guidelines for Investigation
- Inspection of Evidence and Report
- Written Questions
- Standard of Review; Determination of Responsibility
- Disciplinary Action, Corrective Action, and Remedial Measures
- Appeal Process

Committee:

The Wonewoc-Center Title IX Committee Members are:

- Title IX Coordinator –
- Investigator – Erica Woodruff
- Decision Maker – Michelle Noll
- Appeal Decision Maker –Mike Beranek

Miscellaneous

Teachers should also reference Administrative Guidelines and Forms if they have any questions about district procedures. A link is on the district website.

Notice of Nondiscrimination

The School District of Wonewoc-Center School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Sally Thompson-Special Education Director
101 School Road 608-464-3165 ext. 122

101 School Road 608-464-3165 ext. 160

NONDISCRIMINATION & EQUAL OPPORTUNITY/ACCESS COMPLAINT FORM

Name of Complainant

Date

Address

City State Zip

Telephone Number

Name of Individual Filing the Complaint

Relationship to the School District:

____ Employee _____ Teacher _____ Student _____ Parent

____ Other: _____ (Position)

____ Other: _____ (Describe)

The Complaint alleges that he/she was discriminated on the basis of:

Statement/Nature of Complaint: Please describe as best you can exactly what happened to you that leads you to believe that you have been discriminated against. Include dates, if you can, and the names of everyone who was involved in the discrimination, saw, or heard what happened. If there was more than one incident of discrimination, please describe each incident separately. You may use the back of this form or another sheet of paper (if necessary).

This complaint is based upon my honest belief that _____ discriminated me or another person. I certify that the information I have provided in this complain is true, correct, and complete to the best of my knowledge.

I authorize the Wonewoc-Center School District to conduct an investigation into this complaint, including reviewing this complaint with the accused individual.

Complainant's Signature

Date

Date received by Complaint Officer: _____

GRIEVANCE APPEAL INSTRUCTIONS

SCHOOL DISTRICT OF WONEWOC-CENTER

Complete the original and two copies of this form. Send the original to the next higher authority to hear the grievance. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

EMPLOYEE'S NAME

TITLE

DATE OF GRIEVANCE INITIATION

SCHOOL

1. I wish to appeal the grievance disposition signed by:

Name

Title

Date

1. Nature of Grievance:

2. What provision of the handbook has been violated:

3. Reason for Appeal:

EMPLOYEE'S SIGNATURE

DATE

EMPLOYMENT POSTERS / NOTICES

As a general matter, school districts should prominently post the following posters/notices in a place where notices to employees are customarily posted in the workplace.

Copyright Basics

English <http://www.copyright.gov/circs/circ01.pdf>

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Equal Employment Opportunity is the Law

English http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf Spanish

http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf

“EEO is the Law” Poster Supplement

English http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf Spanish

http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

Fair Employment Law - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Fair Labor Standards Act – Federal

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Family and Medical Leave Act - Wisconsin English

http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf Spanish

http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Family and Medical Leave Act – Employee Rights and Responsibilities – Federal

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Federal Requirements for Asbestos Management in Schools

English <http://www.epa.gov/asbestos/pubs/aherarequirements.pdf>

Hazardous Chemicals in the Workplace?

English <http://dsps.wi.gov/sb/docs/sb-PubSectSafHazardousPoster6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf Spanish

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Chinese <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Chinese-P.doc>

Lao <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Lao-P.doc>

Job Loss? Important Information Workers Need to Know to Protect their Health Coverage and

Retirement Benefits

<http://www.dol.gov/ebsa/pdf/joblossposter2.pdf>

Minimum Wage Rates - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment

Benefits English

<http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf> Spanish

<http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf> Hmong

<http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Public Employee Safety and Health

English <http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act

([complete information from Dept. of Labor](#))

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

STANDARDS OF CONDUCT - HARASSMENT, BULLYING & SEXUAL HARASSMENT COMPLAINT FORM:

If you believe you have been the victim of bullying, harassment or sexual harassment as defined by District policies, you must immediately must fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this *handbook*.

1) Name: _____

2) Address: _____

3) Home phone or number where you can be reached: _____

4) Position & work site: _____

5) Name of Immediate Supervisor: _____

6) Please state date(s) of the event or series of events causing the complaint:

7) Please state your complaint including the harm alleged and policy violated:

8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):

9) Please state the remedy sought: _____

10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name: _____

Address: _____

Telephone: _____

FAX: _____

Signature: _____ Date Submitted: _____

**Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

APPENDIX A: Employee Accident/Injury Report

(To be completed by Principal/Supervisor within 24 hours of time of accident/injury)

EMPLOYEE INFORMATION (Please print legibly)	
Employee Name (Last, First, Middle initial)	
Employee Address	City State Zip
Home Telephone Number ()	Work Telephone Number ()
ACCIDENT INFORMATION	
Building or Site Where Accident Occurred (include address if not at a district facility)	
Date of Accident/Injury	Time of Accident/Injury Name of Person Notified
Describe how the Accident/Injury Occurred:	<p style="text-align: center;">Body Part(s) Injured:</p> <p>Wrist_____ Hand _____</p> <p>Leg_____ Knee _____</p> <p>Head_____ Eye _____</p> <p>Face_____ Teeth _____</p> <p>Ankle_____ Foot_____</p> <p>Abdomen_____ Chest_____</p> <p>Arm_____ Back _____</p> <p>Neck_____ Other _____</p>
Please describe any resulting injury:	

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital? Yes No	Date of First Treatment (if known)
---	------------------------------------

Name of Physician, Clinic or Hospital Name and	City/Address
--	--------------

Signature of Principal and/or Supervisor	Date
--	------

Please FAX or deliver front page to the District Office within 24 hours of the Accident/Injury.

Part 2: Accident/Injury Follow-up and Investigation

Were there any witnesses to this accident?	Yes No	
--	-------------	--

If Yes, complete the following:		
Name of witness(es)	Address	Telephone

Please answer the following questions. Circle "Yes" or "No". Indicate N/A if the questions does not apply.

1. Was injured person properly instructed in safe efficient methods?	Yes	No
2. Did he/she violate any instructions, policies or procedures?	Yes	No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc.)	Yes	No
4. Did poor housekeeping contribute to the accident?	Yes	No
5. Was accident caused by something which needed repair?	Yes	No
6. Was accident caused by an unsafe act?	Yes	No

What do you consider the cause(s) of this accident?

--

What steps are being taken to prevent similar accidents?
--

--

Lost Time Information (If applicable)

Time Missed from Work Hours: Days:	Date Returned to Work:
--	------------------------

Person Making Report:

Name	Title
------	-------

Building

Principal/Supervisor Signature	Date
--------------------------------	------

Safety Coordinator Review:

Employee Receipt and Acknowledgment

I have received the 2023-24 Professional Staff Handbook, and understand and agree with it, and I understand it is my responsibility to read it. I have access to and know I am required to follow it. I understand that the terms described in the Employee Handbook for Professional Staff may be altered, modified, changed, or eliminated by the Board at any time, with or without prior notice.

I further understand that the Employee Handbook for Professional Staff and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that my employment is "at-will," and that my employment may be terminated at any time for any reason, with or without cause, and with or without notice, unless otherwise provided by individual contract and consistent with Board Policy.

Employee Signature

Date